

Member #: _____

HOUSTON YACHT CLUB

MARINA SLIP RENTAL AGREEMENT

Date Contract Starts: _____

Member Name: _____

Name of Craft: _____

Mailing Address: _____

Make of Craft: _____

City/State/Zip: _____

Type of Craft: _____

Phone: _____

Year: _____ Length: _____ Beam: _____

Pier/Slip/Lot #: _____

Electrical Meter Applicable (Y) or (N)

The Houston Yacht Club, hereafter called "Yacht Club", a Texas Domestic Nonprofit Corporation, located at 3620 Miramar Drive, Shoreacres, Texas 77571, hereby leases to _____ hereinafter called "Member", Slip Number _____ on Pier _____, or Lot # _____ subject to all the terms and conditions set forth herein as follows:

1. **Yacht Club Facilities.** The Yacht Club shall provide slip/space, facilities, and services for the storage of Member's watercraft and parts and equipment thereon as described above provided, however, during special events, construction, repairs, and other similar activities, the superintendent may require Member to move his watercraft to another slip/space. The use herein of the term "slip" shall also include a "lot", when applicable.

2. **Rental.** Member agrees to pay the Yacht Club the sum of \$_____ per month, plus metered electricity, if applicable. The Slip rental shall be billed monthly in advance to the Member's account and the metered electricity shall be billed at the end of the month to Member's account. ***Member agrees that this Agreement is subject to "Harbor Rules" and "Emergency Preparedness Plan" of the Yacht Club, and any subsequent amendments thereto, a copy of which is attached hereto and made a part hereof for all purposes.***

3. **Rate Changes.** The monthly slip rental rate is subject to change by the Yacht Club. Should such a rate change be made, the Member shall be given written notice thirty (30) days in advance of the date when rent under the new rental rate is due and payable.

4. **Insurance.** Member covenants and agrees to at all times maintain in full force and effect comprehensive bodily injury, property damage, and environmental damage liability limits with a minimum of \$300,000.00 per occurrence and to cause the Yacht Club to be provided written notice of cancellation from the insurance carrier providing such coverage within 30 days of the proposed cancellation date, if any. Member further agrees to exercise his or her best efforts to add the Yacht Club as an "additional insured" to the aforementioned policy of insurance. Member further agrees that satisfactory proof of insurance shall be delivered to the Yacht Club upon the execution of this Agreement and thereafter annually on the anniversary date of this Agreement.

5. **Enforcement Liens.** Member does hereby agree to make current payments of slip rents, meter charges (if applied), and be liable for any intentional or negligent damage to the Yacht Club's property and/ or equipment. **Should either delinquency of rent payment and/or damage to the Yacht Club's property or equipment occur, Member, in consideration thereof, shall, without reservation, recourse or other condition, automatically grant to the Yacht Club, a prior lien against Member's watercraft and all parts and equipment thereon, to satisfy and/ or secure the Yacht Club in said claim and the payment thereof.** A lien, having been placed on the watercraft, shall preclude Member's right to

remove said watercraft or any parts and equipment thereon from the premises of the Yacht Club Marina until said lien has been satisfied by payment in cash, cashier's check or money order. The lien shall be in addition to all of the liens and remedies provided by law. Seizure and foreclosure of lien sale by the Yacht Club may be executed by the Yacht Club as outlined herein.

6. Delinquency. Member shall be deemed "delinquent" when the rental payment and/or electricity payment, if applicable, remains unpaid 30 days after the date it is due. Continued delinquency for a period sixty (60) days past due shall prompt a written notice, by the Yacht Club to Member, that the Yacht Club does place a lien upon such watercraft and all parts and equipment thereon for all charges due the Yacht Club under this agreement. At such time, the Yacht Club shall also publish public notice of public auction to sell said craft in satisfaction of said lien, pursuant to the rules and notices required for a sale of such property under applicable federal, state, or local law. Should said sale of the craft be necessary, Member does hereby authorize the Yacht Club to seize, remove, and deliver said craft, without judicial process, for monies to satisfy any indebtedness and collection costs owing to the Yacht Club to discharge the liens, either maritime, statutory, contractual or otherwise, granted herein or existing at law or in equity, and to pay prior or other existing liens, if any, as their interests may appear. Any balance of monies after said claims have been paid, shall be paid to the Member.

7. Release of Liability Regarding Use of Slip Sling. Any Member leasing a slip equipped with a sling agrees to release, indemnify, and "hold harmless", the Yacht Club, of and from any and all claims for damages, losses, expenses, and costs, of any nature, arising by reason of use of the sling, its components and motor. A member leasing a slip equipped with a sling acknowledges ownership and responsibility for the maintenance, repair, and replacement of the sling, its components and motor. This paragraph shall not require Member to release, indemnify, and hold harmless the Yacht Club in the event of gross negligence or intentional misconduct committed by the Yacht Club.

8. Compliance with Harbor Rules. Member agrees to comply with and to be governed by the Harbor Rules and Emergency Preparedness Plan of the Houston Yacht Club, as amended. Member hereby acknowledges receipt of a copy of the Harbor Rules and Emergency Preparedness Plan of the Houston Yacht Club.

9. Termination. This Agreement shall continue in force unless terminated by either party upon thirty (30) days written notice to the other party.

10. Notice. Any notice to Member under this Agreement shall be complete upon placing it in the mail to either address given above, or to an amended address submitted by Member in writing.

11. Miscellaneous. Member accepts the slip assigned to Member and the property of the Yacht Club "as is" and accepts same as suitable for Member's purposes and expressly waives any defects therein and agrees to hold the Yacht Club harmless from and loss or damage or injury to property or person resulting from any defect or improper construction or maintenance of the Yacht Club's property. This paragraph shall not require Member to release, indemnify, and hold harmless the Yacht Club in the event of gross negligence or intentional misconduct committed by the Yacht Club.

12. Choice of Law. This Agreement shall be construed under and be governed by the laws of the State of Texas.

EXECUTED this ___ day of _____, 200__.

HOUSTON YACHT CLUB

By: Harbormaster

Member